

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELECTRICAL UTILITY LINEMAN

IN

DEL NORTE, MODOC, AND SISKIYOU COUNTIES

41-8-8

1998 - 2001

A G R E E M E N T

between the

NORTHWEST LINE CONSTRUCTORS CHAPTER

of the

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
(AFL-CIO)

LOCAL UNION NO. 77
Seattle, Washington

LOCAL UNION NO. 125
Portland, Oregon

LOCAL UNION NO. 483
Tacoma, Washington

LOCAL UNION NO. 659
Medford, Oregon

Original Agreement February 11, 1946
Effective February 1, 1998
through January 31, 2001

R E C E I V E D
Department of Industrial Relations
JUL 16 1998
Div. of Labor Statistics & Research
Chief's Office

5.5 Men ordered to report for work when weather conditions are such that they cannot work, by decision of the Employer or employees, shall receive one (1) hours' pay at the applicable rate. When men report to work without previous orders to the contrary, except as stated above, and are not put to work, they shall be paid two (2) hours' time at the applicable rate.

5.6 The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each workday on all work within the jurisdiction of the Union.

5.7 All work performed outside of the regularly scheduled working hours and on Saturdays, Sundays and the following holidays - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the Friday following, and Christmas Day, or days celebrated as such, shall be paid for at double the regular straight-time rate of pay.

Emergency work performed for an operating utility company in restoring customer service or tie lines by an Employer on days on which the utility company crews would receive overtime will be paid for at the applicable overtime rate.

5.8 A minimum of two (2) hours' overtime pay shall be allowed for work outside the employee's regular shift, unless the employee reports for work less than two (2) hours before the beginning of his regular shift, or continues after his regular shift.

When an employee reports for overtime work and works six (6) hours or more outside his regular shift hours, he shall receive minimum of eight (8) hours' rest before his regular shift begins or the regular shift hours will be at the overtime rate. After eight (8) hours' rest, any remaining portion of the regular shift may be worked at the straight-time rate of pay.

When a workman has worked on one (1) shift at the overtime rate, he shall not go back to work at the regular straight-time rate until relieved for a period of eight (8) hours.

5.9. NATIONAL ELECTRICAL BENEFIT FUND (NEBF). It is agreed that in accord with the Employees' Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors' Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its

(b) In lieu of mileage, for work performed at McCord Air Force Base in the state of Washington, there shall be paid a travel allowance of not less than four dollars (\$4.00) per day; and for work performed at Fort Lewis, Washington, there shall be paid a travel allowance of not less than six dollars (\$6.00) per day.

(c) The Pre-job Conference shall determine when and where the reimbursement for mileage shall apply and shall determine the distance involved.

* 10.9 (a) Workmen shall receive no allowance for either board and lodging or travel time when working out of the Employer's Permanent Headquarters.

(b) Workmen shall receive no reimbursement for travel time when working out of a Job Headquarters. No allowance for daily board and lodging shall be paid unless the workman is employed less than eight (8) calendar days as hereinafter provided.

(c) Any workman who reports to a Job Headquarters either by transfer or initial employment and is either terminated or transferred to another Job Headquarters shall not be entitled to a daily board and lodging allowance unless the duration of his employment at such Job Headquarters is less than eight (8) calendar days, nor shall he be entitled to the allowance if he voluntarily quits or is discharged for cause.

Any workman who is referred for initial employment to a Job Headquarters which has existed or will exist for more than eight (8) calendar days, and who has been advised his initial employment at that Job Headquarters may be completed in less than eight (8) calendar days, shall not be entitled to board and lodging allowance.

* 10.10 At least three (3) regular workdays' notice shall be given for a transfer from Permanent Headquarters to Job Headquarters or from one Job Headquarters to another, except that only one (1) day's notice is required of assignment to a Job Headquarters of less than eight (8) days' duration, in which case expenses shall be paid.

* 10.11 If camp accommodations are provided, in lieu of established accommodations, board and lodging will be furnished by the Employer at a cost to the employee not to exceed two dollars and fifty cents (\$2.50) per day.

* 10.12 Board and lodging at thirty dollars (\$30.00) shall be paid by the Employer for all employees working out of temporary headquarters for a period of less than eight (8) calendar days.

Maximum of one (1) board and lodging payment per employee per day.

10.13 When ferry and/or toll bridge crossings occur between Job Headquarters and Reporting Headquarters, and from Reporting Headquarters to Job Headquarters, the Employer shall reimburse each employee for all such fares and/or tolls upon receipt. Reimbursement not to exceed the face value of the ticket.

* **10.14** The Employer shall pay for traveling time and furnish transportation to employees transferred from Permanent Headquarters to Job Headquarters, and from Job Headquarters to Job Headquarters. The Employer shall not be required to pay for traveling time nor furnish transportation after the employee has been terminated.

* **10.15** Headquarters where men report for work shall have facilities as itemized below and shall be located adjacent to a hard surfaced road; well maintained substation access roads of less than one (1) mile in length are excepted.

1. Sanitary toilets, as approved by city, state or federal regulations governing the site on which they may be located.
2. Adequate supply of potable drinking water.
3. Water for washing hands and face.
4. Parking facilities for employees' cars.
5. Safe storage space for employees' tools.
6. Heated enclosure for drying clothes during inclement weather.
7. Telephone, when available, for Headquarters established over a thirty (30) day period.

ARTICLE XI

* **11.1** Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree or a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.